

FIRMSCRIBE.COM TERMS OF SERVICE

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BY USING THE SERVICES, YOU AGREE TO THESE TERMS. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ACCESS, DOWNLOAD, OR USE THE SERVICES OR ANY COMPONENT THEREOF. BY ACCESSING THE SERVICES, BY CLICKING YOUR ACCEPTANCE, OR OTHERWISE ACCESSING ANY DATA OR INFORMATION MADE AVAILABLE THROUGH THE SERVICES, YOU REPRESENT AND WARRANT (I) THAT YOU ARE AT LEAST 18 YEARS OLD (OR THE LEGAL AGE OF MAJORITY WHERE YOU RESIDE) AND THAT YOU ARE LEGALLY ABLE TO ENTER INTO THESE TERMS; (II) YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THESE TERMS; AND (III) YOU HAVE THE AUTHORITY TO ENTER INTO THESE TERMS PERSONALLY, OR, IF ON BEHALF OF AN ENTITY, ON BEHALF OF THE ENTITY. WE MAY MODIFY THESE TERMS AT ANY TIME BY POSTING UPDATED TERMS ON THIS PAGE OR BY SENDING YOU NOTICE TO THE EMAIL ADDRESS ASSOCIATED WITH YOUR ACCOUNT. BY CONTINUING TO USE OR ACCESS THE SERVICE, YOU AGREE TO THE REVISED TERMS.

These Terms of Service are entered into by and between you and FirmScribe, LLC (“**FirmScribe**,” or “**we**,” “**us**,” or “**our**”). These Terms of Service include our Privacy Policy (found at <https://www.firmscribe.com/privacy-policy>, the “**Privacy Policy**”), and any documents that are expressly incorporated by reference in these Terms, the Privacy Policy, or your Order Form (collectively, the “**Terms**”). The Terms govern your access to and use of any content, functionality, and services offered on or through www.firmscribe.com, and our backend hardware, software, and services for data capture as described in the Order Form (the “**Services**”). By using the Services or by clicking to accept or agree to these Terms, you accept and agree to be bound and abide by these Terms. If you do not want to agree to these Terms, you must not access or use any Services.

1. **Services.**

- 1.1. **Services.** FirmScribe will provide the Services described in an order form executed between you and FirmScribe, and those Services that you otherwise purchase within the Services or through an online order form (“**Order Form**”). You may add new Services by entering into a new Order Form, or by purchasing Services within the Service (to the extent we allow you to do so). Each Order Form will state the term of Service (“**Subscription Term**”), and any additional Services will be co-terminus with, sync to, and renew with the then current Subscription Term. We reserve the right to update, modify, change, terminate, or suspend the Services, or any feature or functionality of the Services, in our sole discretion and with or without notice and without liability to you. As used in these Terms, the term “**Content**” means the data that the Services capture or archive from your devices or systems that are configured to send information and data to the Services, including the data we receive from Third Parties (as defined in Section 1.4). Data generated by your use and operation of the Services and metadata about your Content is “**Usage Data**” and is not Content.
- 1.2. **Support.** We will provide you with access to the FirmScribe knowledge base for support reference. In addition, you may submit support tickets to: <https://firmscribe.zohodesk.com/portal/en/newticket>.
- 1.3. **Account.** In order to access and use the Services, you must register to create an account within the Services. You are responsible for the security of your account (including your account credentials).

You represent that all information you provide to register with the Services is accurate, complete, and up-to-date. You agree that you won't disclose your account password to anyone, and you agree to notify us immediately of any unauthorized access to or use of your account, username, password, or any other breach of security.

- 1.4. License to Use Services; License to Content. We own all right, title and interest in and to the Services (including the technology, APIs, algorithms, usage data, features, functionality, methods, processes, training content, documentation, the design, selection, and arrangement of the Services, the trade secrets comprising the Services, and other materials comprising, making up or tangential to the Services and any feedback you provide to us related to the Services) and Usage Data. Subject to these Terms, we grant you the limited, non-exclusive, non-transferable, non-sublicensable, revocable, worldwide, right and license to access and use the Services for your internal business purposes. You own all right, title and interest in and to your Content. Subject to these Terms, you grant us the limited, irrevocable, worldwide, right and license to copy, translate, transmit, distribute, publish, display and create derivatives of your Content solely to provide, support and improve the Services. While we own Usage Data, we agree that we will not distribute Usage Data to any third party (other than our service providers or where required by applicable law) unless such Usage Data is aggregated and anonymized.
- 1.5. Third Party Services. The Services allow you to capture mobile messages for compliance and other purposes (as determined by you), including text message monitoring, iMessages monitoring, and contacts monitoring, in addition to any other features we make available. You must enable each device to capture messages. To capture data, the Services are dependent on receiving data from third party data sources and on third party software and Hardware (each a “**Third Party**”). The Third Party services are not offered or provided by FirmScribe, and we are not responsible for any outages, lost data, service interruptions, data security issues, or other failures caused by, or that are the result of, any action or failure to act by a Third Party or otherwise arise from your use of a Third Party service. We do not control and are not responsible or liable for how a Third Party transmits, accesses, processes, stores, uses, or provides data to us. We expressly disclaim all liability related to or arising from any Third Party, including your use thereof, or liability related to or arising from any updates, modifications, outages, delivery failures, corruption of data, loss of data, discontinuance of services, security, or termination or suspension of your account with the Third Party. You acknowledge that the Third Party service may not encrypt or protect data transmitted by the Third Party. Therefore, the use of these Third Party services and our Service are not suitable for certain types of information, including, without limitation, health information, financial information, or other sensitive information, and we are not responsible for any liability or damage that may result from your use of the Services to process such information.
- 1.6. Capture. By entering into these Terms, you direct FirmScribe to connect to capture Content and Usage Data each device in order to capture, transmit, copy and store meta data and communications data. By entering into these Terms and connecting and configuring any device with the Services, you represent and warrant: (a) that you are the owner of the device or have the right to capture Content and Usage Data from the device; (b) you will only install and use the Services on and in connection only with devices that you own or have express consent to capture Content and Usage Data from; (c) that you will ensure that you have provided notice to and obtained consent from each device owner to capture Content and Usage Data; and (d) that your use of the Services will comply with all applicable laws, including data protection, data privacy, wiretap laws, and laws relating to communication systems. You understand that we cannot and do

not represent, warrant or guarantee that files available for download from the Services will be free of viruses or other destructive code. You are responsible for implementing anti-virus protection and ensuring accuracy of data input and output.

1.7. Restrictions and Prohibitions. You agree that you will not, and will not permit any third party to: (a) use the Services to develop a similar or competing product or service; (b) reverse engineer, decompile, disassemble, decode, decrypt, re-engineer, reverse assemble, reverse compile, or otherwise translate, create, or attempt to recreate or replicate the methodology, the source code, or trade secrets in the Services or its structural framework (in whole or in part), or perform any process intended to determine the methodology, source code, or trade secrets comprising, embedded in or otherwise making up the Services; (c) modify or create derivative works of the Services or any element of the Services; (d) copy, rent, lease, distribute, assign (except as authorized under these Terms), or otherwise transfer rights to the Services or any part thereof, for the benefit of a third party, or remove any proprietary notices or labels from the Services or any part thereof; (e) use the Services to perform or publish benchmarks or performance information about the Service; (f) provide access to or sublicense the Services to a third party except as authorized pursuant to these Terms; (g) transmit, or allow any Third Party service to transmit to the Services any data that is subject to Payment Card Industry Security Standards, any health data, financial data, or other sensitive data; (h) use the Services in a manner that (i) violates applicable laws, rules, or regulations; (ii) negatively affects the availability, security, or performance of the Services; or (iii) in excess of the scope of the usage or licensing caps or restrictions; (i) circumvent or attempt to circumvent any technological protection measures intended to restrict access to or use of any portion of the Services, or scan or test the vulnerability of our systems or networks without our consent; (j) use the Services for any purpose that is illegal or that advocates or incites illegal activity; (k) access or use the Services to develop a competing product, to develop a machine learning or artificial intelligence product or service, or for any purpose that is to our commercial disadvantage; (l) mirror or frame the Services or any individual element within the Services; and (m) interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Services. We reserve the right to, but are not obligated to, monitor the Services, to investigate and enforce compliance with these Terms, in order to comply with applicable law or other legal requirements, enforce our rights or the rights of any user, and to ensure the security, availability, confidentiality, or integrity of the Services. We reserve the right to, but are not obligated to, remove or disable access to any Content, at any time, with or without notice.

1.8. Trial Services. If a trial period is indicated on an Order Form, we will provide you with a temporary account to access those Services. DURING THE TRIAL PERIOD, THE TRIAL ACCOUNT AND ASSOCIATED SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE” AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND.

2. **Privacy Policy; State Privacy Law Compliance**. You understand and agree by using our Services to the collection, use and disclosure of user personally identifiable information (“PII”). Please refer to our Privacy Policy (www.firmscribe.com/privacy-policy) for information on how we collect, use, and disclose PII. FirmScribe is a data processor, as such term is commonly used in data privacy law. As such, FirmScribe will not sell any PII within your Content or Usage Data or share any PII within your Content or Usage Data for purposes of behavioral advertising.

3. **Fees and Payment.** You will pay the fees for the Services as described in the Order Form (“**Fees**”) and in accordance with the payment terms in the Order Form. If you purchase Services directly from the Services, the Fees will be communicated to you upon purchase. Fees for each Subscription Term are invoiced upon the commencement of the Subscription Term. Unless otherwise stated in an Order Form, invoices are due 30 days of the date of the invoice. Fees are non-refundable and noncancelable. If you provide us with a credit card, you authorize us (or our third-party payment processor) to charge your credit card for any Fees. If you dispute any invoice, you must notify us within 30 days of the date of invoice. Invoices not disputed within 30 days of the date of invoice will be deemed accepted. We may charge interest on any unpaid amounts at the greater of 1.5% per month or the maximum amount allowed by law. In the event you fail to pay invoiced amounts when due, we may suspend access to the Services, or terminate your access in accordance with Section 4. The Fees are exclusive of taxes and similar assessments. You are responsible for all sales, service, use and excise taxes, utility user’s fees, VAT, 911 taxes or universal service fund fees or taxes, taxes assessed on the use of software, or any other similar taxes, duties, and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable hereunder, other than any taxes imposed on our income.

4. **Term and Termination.**

4.1. Subscription Term. These Terms go into effect on the earlier of the date that you accept these Terms or the date that you execute the applicable Order Form. Your Subscription Term begins on the date set forth in the Order Form; provided that, if you purchased Services on our website or within the Services, the Subscription Term begins on the date you purchased Services. The Subscription Term renews automatically on an annual basis unless either party provides notice of termination at least 90 days prior to the end of the then-current Subscription Term.

4.2. Termination. Either party may terminate these Terms (and any or all Order Forms) immediately if the other party is in material breach of these terms and has not cured such breach within 30 days’ notice thereof from the non-breaching party.

4.3. Effect of Termination. Upon termination, (a) we have no obligation to maintain, store, or transfer any Content; (b) your right to access and use the Services terminates; (c) you will return or destroy our Confidential Information; (d) you transfer your ownership in the Hardware to us automatically; and (e) the following sections will survive termination Section 4 “Termination,” Section 5, “Confidentiality,” “Section 6.3 “Disclaimer of Warranty,” Section 7 “Indemnity,” Section 8 “Limitation of Liability,” Section 9 “Dispute Resolution,” and Section 10 “General Terms”.

5. **Confidentiality.**

5.1. Confidential Information. “**Confidential Information**” means (a) the non-public information of either party, including but not limited to information relating to either party’s product plans, present or future developments, customers, designs, costs, prices, finances, marketing plans, business opportunities, software, software manuals, personnel, research, development, or know-how; and (b) any information designated by either party as “confidential” or “proprietary” or which, under the circumstances, would reasonably be deemed to be confidential. “Confidential Information” does not include information that: (i) is in, or enters, the public domain without breach of this Section 5; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a nondisclosure obligation; (iii) the receiving party

knew prior to receiving such information from the disclosing party, as evidenced the receiving party's records; or (iv) the receiving party developed independently without reference to the Confidential Information.

- 5.2. Obligations with Respect to Confidential Information. Each party agrees: (a) that it will not disclose to any third party, or use for the benefit of any third party, any Confidential Information disclosed to it by the other party except as expressly permitted by these Terms; and (b) that it will use reasonable measures to maintain the confidentiality of Confidential Information of the other party in its possession or control but no less than the measures it uses to protect its own confidential information. Either party may disclose Confidential Information of the other party: (i) pursuant to the order or requirement of a court, administrative or regulatory agency, or other governmental body, provided that the receiving party, if feasible and legally permitted to do so, gives reasonable notice to the disclosing party to allow the disclosing party to contest such order or requirement; or (ii) to the parties' agents, representatives, subcontractors or service providers who have a need to know such information provided that such party shall be under obligations of confidentiality at least as restrictive as those contained in this Section 5 ("Agents"). A party shall remain fully liable under these Terms for any breach of this Section 5 by its Agents. Each party will promptly notify the other party in writing upon becoming aware of any unauthorized use or disclosure of the other party's Confidential Information.
- 5.3. Remedies. Each party acknowledges and agrees that a breach of the obligations of this Section 5 by the other party may result in irreparable injury to the disclosing party for which there may be no adequate remedy at law, and the disclosing party will be entitled to seek equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach by the recipient of Confidential Information.
- 5.4. Feedback. Nothing in these Terms will restrict our right to make use of any suggestion or idea for improving or otherwise modifying our products or services ("**Feedback**"). If you choose to provide Feedback to us, upon the provision of Feedback, you assign all right, title and interest in and to that Feedback to us, and we will own all right, title and interest in and to the Feedback.

6. Representations and Warranties.

- 6.1. Mutual Representations and Warranties. Each party represents and warrants that (a) it has the right and authority to enter into these Terms and that the performance of its obligations under these Terms will not breach, or conflict with, any other agreement to which it is a party; and (b) it will comply in all material respects with the laws and regulations applicable to the operation of their business.
- 6.2. FirmScribe Representations and Warranties. We represent and warrant that we will use commercially reasonable efforts to provide the Services in accordance with generally accepted industry standards.
- 6.3. Disclaimer of Warranty. THE SERVICES, PROFESSIONAL SERVICES, OR INFORMATION OR MATERIALS OBTAINED THROUGH OR IN CONNECTION WITH THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. NEITHER FIRMSCRIBE NOR ANY OF OUR LICENSORS MAKE ANY REPRESENTATION OR WARRANTY WITH RESPECT TO THE SERVICES. WE DO NOT REPRESENT THAT THE SERVICES WILL BE AVAILABLE, ACCURATE, COMPLETE, SECURE, RELIABLE, ERROR-FREE, UNINTERRUPTED, FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES WILL OTHERWISE MEET YOUR NEEDS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SERVICES OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

- 6.4. Remedies. In the event of a breach of Section 6.2, we will use commercially reasonable efforts to provide you with an error correction or work-around that corrects the reported non-conformity. In the event that we are unable to provide an error correction or work-around that corrects the reported non-conformity, you may terminate the applicable Service and be entitled to a pro-rata refund of any prepaid Fees for the duration of time between the termination date of such Service and the end of the applicable Subscription Term. The foregoing remedy is your sole and exclusive remedy for a breach of Section 6.2.

7. **Indemnity.**

- 7.1. You will defend and indemnify us, and our officers, directors, employees, and agents, from and against all third-party claims, losses, damages, liabilities, demands, and expenses (including fines, penalties, and reasonable attorneys' fees), arising from or related to (a) Content; (b) our processing or use of Content in accordance with these Terms; or (c) your violation of these Terms or of applicable laws, rules, and regulations. We will provide you with prompt written notice upon becoming aware of any such claim; provided that, you will not be relieved of its obligation for indemnification if we fail to provide such notice unless you are actually prejudiced in defending a claim due to such failure. We will allow you sole and exclusive control over the defense and settlement of any such claim, and if you request our assistance, we will reasonably cooperate in your defense of such claim at your expense.
- 7.2. We will defend and indemnify you, and your officers, directors, employees, and agents, from and against all losses, damages, liabilities, demands, and expenses (including fines, penalties, and reasonable attorneys' fees) arising from or related to a third-party claim that the Services infringe any existing patent, copyright, or trademark. You will provide us with prompt written notice upon becoming aware of any such claim; provided that, we will not be relieved of our obligation for indemnification if you fail to provide such notice unless you are actually prejudiced in defending a claim due to such failure. You will allow us sole and exclusive control over the defense and

settlement of any such claim, and if we request your assistance, you will reasonably cooperate with us in our defense of such claim at your expense.

8. **Limitation of Liability.** IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER, OR TO ANY THIRD PARTY, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE SERVICES, WHETHER BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER THE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR TOTAL AGGREGATE LIABILITY TO YOU EXCEED THE TOTAL FEES ACTUALLY RECEIVED BY US FROM YOU FOR THE APPLICABLE SERVICES IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE INCIDENT FROM WHICH THE DAMAGES AROSE. THE LIMITATION OF LIABILITY SET FORTH ABOVE IS CUMULATIVE; ALL PAYMENTS MADE FOR ALL CLAIMS AND DAMAGES WILL BE AGGREGATED TO DETERMINE IF THE LIMIT HAS BEEN REACHED.

9. **Miscellaneous.**

- 9.1. Severability; Waiver. If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, that provision of these Terms will be enforced to the maximum extent permissible so as to reflect the intent of the parties, and the remainder of these Terms will continue in full force and effect. Failure of either party to insist on strict performance of any provision herein will not be deemed a waiver of any rights or remedies that either party will have and will not be deemed a waiver of any subsequent default of the terms and conditions thereof.
- 9.2. Entire Agreement. These Terms are the entire agreement between the parties with respect to its subject matter, and supersedes any prior or contemporaneous agreements, negotiations, and communications, whether written or oral, regarding such subject matter. The parties agree that electronic signatures, whether digital or encrypted, or Client's click-through acceptance of these Terms, give rise to a valid and enforceable agreement.
- 9.3. Modifications. We may revise and update these Terms from time to time in our sole discretion. We may revise these Terms by posting revised terms to our website, or by providing you with email notice. Your continued use of the Services following the posting of these revised Terms means that you accept and agree to the changes.
- 9.4. Choice of Law; Dispute Resolution. These Terms will be governed by and construed in accordance with the laws of the State of Delaware, without regard to conflict/choice of law principles. This Section shall survive the termination of these Terms. Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Services shall be instituted exclusively in the federal or state courts located in Portland, Oregon, although we retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country.

- 9.5. Assignment. Neither party may assign these Terms, in whole or in part, without the other party's prior written consent, except that either party may assign these Terms without the other's consent in the case of a merger, reorganization, acquisition, consolidation, or sale of all, or substantially all, of its assets. Any attempt to assign these Terms other than as permitted herein will be null and void. These Terms will inure to the benefit of, and bind, the parties' respective successors and permitted assigns.
- 9.6. Force Majeure. A failure of party to perform, or an omission by a party in its performance of, any obligation of these Terms will not be a breach of these Terms, nor will it create any liability, if such failure or omission arises from any cause or causes beyond the reasonable control of the parties, including, but not limited to the following (each a "**Force Majeure Event**"): (a) acts or omissions of any governmental entity; (b) any rules, regulations or orders issued by any governmental authority or any officer, department, agency or instrumentality thereof; (c) fire, storm, flood, earthquake, accident, war, rebellion, insurrection, riot, third party strikes, third party lockouts and pandemics; or (d) utility or telecommunication failures; so long as such party provides prompt notice of the Force Majeure Event, uses reasonable efforts to mitigate the impact of the Force Majeure Event, and uses reasonable efforts to resume performance after any such Force Majeure Event. A Force Majeure Event will not relieve your obligation to pay Fees. This Section shall survive the termination of these Terms.
- 9.7. Relationship of the Parties. The parties are independent contractors as to each other, and neither party will have the power or authority to assume or create any obligation or responsibility on behalf of the other. These Terms will not be construed to create or imply any partnership, agency, or joint venture.
- 9.8. Notices. Any notices or other communications provided by FirmScribe, LLC. under these Terms, including those regarding modifications to these Terms, will be given: (i) via email; or (ii) by posting to the Services. For notices made by e-mail, the date of receipt will be deemed the date on which such notice is transmitted. For any notices to FirmScribe, you may email FirmScribe at legal@firmscribe.com
- 9.9. ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OR THE SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.